

ASPEN COVE WATER MANAGER SERVICE AGREEMENT

Agreement made this _____ day of January, 2019, between Aspen Cove Homeowner's Association (hereinafter "Aspen Cove") and MK Erkkila, L.C. (hereinafter "Contractor") for the provision of providing water management and related services.

This contract shall be for a period of 5 years with an automatic renewal of 1 additional year following its expiration, unless terminated earlier in writing. Contractor or Aspen Cove holds the right to exercise termination of this contract following 30 days written notice.

1. The parties agree, that the Contractor shall perform the following duties:
 - a. Collect 1 monthly water sample to be delivered to the local Utah State Health Department in Price, for bacteria testing. The sample must only be drawn from the approved Bacteriological Sample Site Plan approved by the Utah Department of Environmental Quality, Division of Drinking Water. Copies of the test results should be forwarded to the Board member over the water system.
 - b. Collect annual water samples for nitrate testing and the sulfate samples every three years for testing by Chem-Tech Ford Laboratory in Salt Lake City, or another State approved lab. A separate sample is required from each active water source (well) contributing to the water system. The lab will provide the sample containers and a small cooler to return the samples. The contractor may elect to deliver the water sample(s) to the lab for testing or send them by overnight mail, UPS, or other reliable overnight delivery service. The samples must be kept on ice from the time they are drawn until they are received at the lab.
 - c. Take required repeat water samples, if a water sample is not acceptable, as directed by the State of Utah.
 - d. Flush and or sanitize the water system as needed, from time to time, because of repairs to the system or other circumstances.
 - e. Inspect the controls and electronic devices in the well pump house weekly. If any concerns are found contact the designated board member. Gather the data provided on the "Inspection Sheet for Pump House" check list. Provide a copy of this report monthly to the board member for review by the HOA Board.

- f. Three times each year, inspect the booster/fire pump vault to determine if any problems exist. Verify that each pump is operating properly. Complete and provide a copy of the "Aspen Cove Booster/Fire Pump Bunker Inspection" report generated during each inspection to the Board member. If a problem requires attention contact the designated Board member. If an emergency exists, make the necessary repairs and contact the Board member as soon as possible.**
- g. Semi-annually inspect the water storage tank. Determine the lid seal is providing the necessary seal to keep contaminants from entering the water supply. Make a visual inspection of the interior of the tank for rusting or any other condition that may need additional attention. On one of the inspections, exercise the tank outlet valve(s) to verify they are operating properly.**
- h. Inspect each of the 17 fire hydrants during the second quarter of each year. Exercise each hydrant to determine it is operating properly. If problems are encountered or observed, report the concerns to the designated Board member. If repairs are warranted, if they require little financial support make the repairs in a timely manner. If the repairs require more substantial financial consideration, contact the Board member for his and or the HOA Boards approval before proceeding. Provide an inspection report for each hydrant with sufficient information to describe the condition of the hydrant at each inspection, or after any needed repairs. These reports should be provided to the Board member in a timely manner.**
- i. Monitor the water system to identify any leaks and or breaks that may exist. Seek them out and make the required repairs. Prior to making repairs that would require significant financial cost, contact the Board member. Such an expense may require the approval of the HOA Board. If an emergency occurs, take immediate action to resolve the issue and contact the Board member as soon as possible.**
- j. If other conditions exist that are not covered specifically in this agreement with the water system; please contact the Board member for his or the HOA Boards consideration.**

2. Payment for these services shall be made according to the following schedule:

a. Monthly water sample	Jan. 2019 - 2021	\$175.00 ea.
	Jan. 2022 - 2023	\$180.00 ea.
b. Four repeat water samples	Jan. 2019 - 2021	\$185.00 per 4
	Jan. 2022 - 2023	\$195.00
c. Nitrate Water Sample	Jan. 2019 - 2021	\$175.00
	Jan. 2023 - 2023	\$180.00
If taken same day as monthly sample		
	Jan. 2019 - 2021	\$20.00
	Jan. 2022 - 2023	\$25.00
d. Sulfate Water Sample (taken same day as Nitrate sample)	Jan. 2019 - 2021	\$20.00
	Jan. 2022 - 2023	\$25.00
e. Flush water lines	Jan. 2019 - 2021	1 hr. @\$65.00
	Jan. 2022 - 2023	1 hr. @ \$70.00
f. Sanitize water system	Jan. 2019 - 2021	1 hr. @ \$65.00
	Jan. 2022 -2023	1 hr. @ \$70.00
g. Water system inspection	Jan. 2019 - 2021	1 hr. @ \$65.00
	Jan. 2022 - 2023	1 hr. @ \$70.00
h. Other water related duties	Jan. 2019 - 2021	1 hr. @ \$65.00
	Jan. 2022 - 2023	1 hr. @ \$70.00
i. Monthly pump monitoring service	Jan. 2019 - 2021	\$375.00/mo.
	Jan. 2022 - 2023	\$380.00/mo.

3. Contractor shall coordinate with Aspen Cove Board Member, who is over the water system, for work associated with the water system.

4. Contractor shall maintain in full force and effect throughout the terms of this agreement Worker's Compensation Insurance; Commercial General Liability Insurance (including public liability, personal injury, and property damage) in an amount not less than \$1,000,000, and automobile liability insurance in an amount no less than \$100,000.

5. Contractor agrees that Aspen Cove is hereby released from and shall not be liable to Contractor or his employees while performing services under this contract.

6. Contractor shall maintain in full force and effect throughout the terms of this agreement Worker's Compensation Insurance; Commercial General Liability Insurance (including public liability, personal injury; and property damage) in an amount not less than \$1,000,000, for equipment operation necessary for repairs to the water system, \$300,000, and for automobile liability insurance in an amount no less than \$100,000.

7. Contractor shall indemnify and hold harmless Aspen Cove for any and all personal property injuries, damages, losses, claims, expenses, including attorney's fees and cost, incurred by Aspen Cove by reason of Contractors negligence.

ASPEN COVE

CONTRACTOR

ASPEN COVE PRESIDENT

MK ERKKILA, LC

AMENDED ASPEN COVE SERVICE AGREEMENT

Agreement made this ____ day of January, 2019 between Aspen Cove Homeowners Association (herein "Aspen Cove") and MK Erkkila, L.C. (herein "contractor") for provision of snow removal, road maintenance, and related services.

1. The parties, that contractor shall remove snow from the following areas:
 - a. All Aspen Cove roads, including maintenance roads, and road to pumphouse.
 - b. The Madsen Bay State Park road between SR 96 and Aspen Cove.
 - c. The Madsen Bay State Park boat ramp parking lot.

Contractor shall remove snow as soon as possible after he is aware of accumulations along said roadways, and will make all reasonable efforts to reduce drifts on roads from making the roads impassible or hazardous for motor vehicle traffic.

Contractor shall also provide services when requested by Carbon County Sheriff's Office, ambulance, and other Carbon County law enforcement authority.

Contractor shall use and provide his own equipment, and shall ensure that his equipment is in good running condition at all times.

2. This contract shall be for a period of 2 years, or the specific time period noted in the schedule found in paragraph 3 herein, beginning February 2019, and shall automatically renew for 2 additional years following its expiration, unless terminated earlier in writing. Contractor or Aspen Cove holds the right to exercise termination of this contract following 30 days written notice.
3. Contractor shall be paid the following rates, which include all expenses with contractor's equipment and an operator.
 - a. February 2019 – October 2021 1 hr. @ \$122.00
 - b. October 2021 – October 2023 1 hr. @ \$127.00
 - c. October 2023 – October 2025 1 hr. @ \$132.00

Contractor reserves the right to charge a \$1.00 per hour surcharge for every \$0.15 per gallon increase in fuel charges when diesel fuel rises above \$3.25 per gallon.

4. Contractor shall be paid \$25.00 per hour for each additional laborer for each hour of labor performed.
5. Contractor shall be paid \$500.00 per month standby fee for each machine on standby in Aspen Cove for the months of November, December, January, February and March.

6. Contractor shall maintain ditches, bar pits, and grading of Aspen Cove roads on a as needed basis or when directed by the board member over road maintenance.
7. Contractor will be responsible for delivery of additional road base, gravel, or other necessary material for road maintenance with concurrence of the Board member over road maintenance.
8. Contractor shall maintain in full force and effect throughout the terms of this agreement: Worker's Compensation Insurance; Commercial General Liability Insurance (including public liability, personal injury; and property damage) in an amount not less than \$1,000,000, for snow removal, \$300,000, for grading and automobile liability insurance in an amount no less than \$100,000.
9. Contractor agrees that Aspen Cove is hereby released from and shall not be liable to contractor or his employees while performing services under this contract.
10. Contractor shall indemnify and hold harmless Aspen Cove for any and all personal property injuries, damages, losses, claims, expenses, including attorney's fees and costs, incurred by Aspen Cove by reason of Contractor's negligence.
11. Contractor shall coordinate with Aspen Cove board member who is over road maintenance.

ASPEN COVE

CONTRACTOR

ASPEN COVE PRESIDENT

MK ERKKILA, L.C.